

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

IN RE: SHA'QUINA NICOLE MCCOVERY

**CHAPTER 13
Case No. 19-51869-KMS**

WARREN A. CUNTZ, JR., TRUSTEE

APPLICATION TO EMPLOY SPECIAL COUNSEL

COMES NOW the Chapter 13 Trustee, Warren A. Cuntz, Jr., by and through undersigned counsel, and pursuant to 11 U.S.C. §327(e) and F.R.B.P. 2014(a), files this Application to Employ Special Counsel in the above Chapter 13 bankruptcy case and in support hereof would show unto the Court the following, to-wit:

1. That the Trustee represents that in the administration of the Debtor's estate, and in the performance of his duties, it has been determined necessary to employ Special Counsel to provide assistance with the prosecution of Debtor's injury claim against Geico Insurance Company.
2. That the applicant desires to employ George Laithan Simmerman, Esq., of Morris Bart, LTD, to render services in connection with the claim as Special Counsel for the Trustee.
3. That it would be in the best interests of the estate that said attorney and firm be employed.
4. Special Counsel to be employed has attached his affidavit hereto, stating that he is a disinterested party to Debtor's estate (Exhibit "A").
5. That in consideration of said representation, George Laithan Simmerman, Esq., of Morris Bart, LTD, will receive a contingency fee and reimbursement of costs, the total of which will not exceed 50% of the total recovery.

WHEREFORE PREMISES CONSIDERED, applicant prays that the Court enter an Order authorizing the Trustee to employ George Laithan Simmerman, Esq., of Morris Bart, LTD as Special Counsel for the Trustee under the provisions set forth herein and Order of this Court.

Respectfully submitted,



s/

Phillip Brent Dunnaway, Esq. (MSB. 100443)

CERTIFICATE OF SERVICE

I, PHILLIP BRENT DUNNAWAY, Attorney for the Chapter 13 Trustee, do hereby certify that I have served electronically, a true and correct copy of the above Application to:

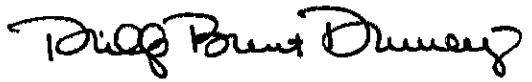
David W. Asbach, Esq., United States Trustee

USTPRegion05.JA.ECF@usdoj.gov

T.C. Rollins, Esq., Attorney for Debtor

trollins@therollinsfirm.com

DATED this the 13th day of July 2023.


s/ _____
PHILLIP BRENT DUNNAWAY
MS Bar No. 100443

Phillip Brent Dunnaway, Esq.
Attorney for Chapter 13 Trustee
P.O. Box 3749
Gulfport, MS 39505
Tel: (228) 831-9531

STATE OF MISSISSIPPI

COUNTY OF HARRISON

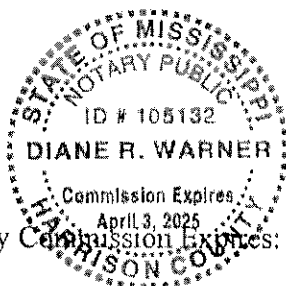
AFFIDAVIT OF SPECIAL COUNSEL TO BE RETAINED

I, George Laithan Simmerman, Esquire, being duly sworn according to law, do hereby state as follows:

1. That I represent no interest adverse to the Chapter 13 Trustee of the Debtor's Estate in the matter in which I am engaged and that I am a disinterested party, except as set forth below;
2. That I have no connection or affiliation to the Debtor, her creditors or other parties in interest herein, her respective attorneys and accountants, the United States Trustee, or any person employed by the Office of the United States Trustee;
3. That said services shall be rendered under a contingent fee agreement attached hereto.
4. That for the purpose of full disclosure, the following exceptions and notations are made, to-wit:
 - a. I represent the Plaintiff, Shaquina McCoverly, in a claim against Geico Government Employees Insurance Company.

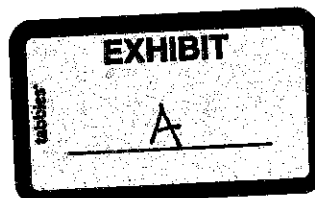

George Laithan Simmerman, Esquire

SWORN TO AND SUBSCRIBED before me this the 20th day of June, 2023.




Notary Public

SEAL



CONTRACT

I hire Morris Bart, LTD (hereinafter "MB, LTD") to represent me in the prosecution of my claim for damages as a result of my accident.

Attorney Fees
(What are MB, LTD's fees?)

If MB, LTD is successful in recovering damages, MB, LTD will receive a percentage of the total amount paid to me plus a small retainer fee. The percentage will vary with the stage at which recovery is made. If recovery is made:

- before filing of a lawsuit, the fee is ~~36.00%~~ 30% of any settlement plus a retainer fee of \$ 125 and the costs and expenses of pursuing the claim as described below.
- after filing a lawsuit, the fee is 40% of any settlement or judgment plus a retainer fee of \$ 125 and the costs and expenses of pursuing the claim as described below.
- for property damage, in conjunction with a personal injury case, no fee will be charged on the property damage recovery.
- for worker's compensation benefits only, the fee is 25% of any settlement negotiated by or litigated by MB, LTD pursuant to the applicable worker's compensation laws (33 % if appealed to any appellate court) and expenses as described below subject to approval by the worker's compensation commission or the governing court. Any independent claims for bad faith will be governed by fee sections a. and b.

Attorney's fees are computed on the total amount of the settlement or judgment, including any amounts recovered on behalf of any lienholder or other third party (such as worker's compensation, Medicare, Medicaid, medical providers, health insurers and the V.A., etc.) who has reimbursement rights to any portion of my recovery and any amounts recovered by me as compensation for the payment of any reimbursement to any such lienholder or third party. Attorney's fees are computed on the total amount of the settlement, award, verdict or judgment before deducting costs and expenses, financial assistance, liens, or any other disbursements.

If there is a structured settlement, the fees shall be calculated on the present value or cost of the settlement. In the event that the amount of attorney's fees are limited by statute, then the fees charged will not exceed those limitations.

I assign and give MB, LTD an undivided interest in the subject matter of my claim and/or in any suit or suits filed thereon by said Attorneys, said interest amounting to ~~36.00%~~ 30% plus a retainer fee of \$ 125 prior to the filing of suit and 40% plus a retainer fee of \$ 125 after the filing of suit or commencement of arbitration. My intent is to vest this firm with an interest in the subject matter of my claim and any suit or suits filed hereon by this firm and afford to MB, LTD all of the equitable and legal rights and protection granted by the laws of the State of Mississippi.

Costs of Pursuing My Claim
(How costs of pursuing my claim are paid?)

MB, LTD will, at its discretion, advance costs and expenses for my claim. I consent to and authorize MB, LTD to retain the services of any experts, doctors, investigators, etc. to work on my case and to incur expenses, which it believes, are reasonably incurred to prosecute my case.

What are Costs and Expenses
(When and what do I pay besides attorney's fees?)

Costs and expenses include, but are not necessarily limited to: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; postage; photographic, electronic, or digital evidence production; investigation fees; related travel expenses; copying charges; case related medical expenses; cost of medical summaries; and any other case specific expenses directly related to my case.

I have been informed concerning, and I also consent to, paying for actual invoiced costs for the following expenses: analyzing and summarizing medical records for my case; computer legal research charges; copying charges; mileage; Focus Group and Mock Trial charges if and as often as MB, LTD deems beneficial for my case; and outside courier charges, incurred solely for the purposes of my case.

The costs and expenses noted above will be paid out of any settlement or judgment obtained on my behalf. I am only responsible for any costs and expenses incurred by MB, LTD if there is a recovery in the case. All of the costs, expenses, and financial assistance shall be recoverable by said attorneys in addition to the attorney's fees stated above. All of the costs and expenses identified above are to be deducted from any settlement or judgment after the contingent attorney's fee plus the retainer fee of \$ 125 is deducted from the total recovery. Any court costs, expenses, and financial assistance, as well as the attorney's fees earned by our office, shall be subject to a lien upon any amount recovered on my claim.

In addition, I hereby authorize MB, LTD, at its discretion, to guarantee payment of my outstanding medical bills and other expenses out of the net proceeds of any settlement or judgment. All medical bills not paid out of the settlement remain my responsibility.

If it is necessary to retain outside counsel or experts to set up a "Medicare set aside", "special needs Trust", or to resolve my claims for reimbursement by Medicare, Medicaid, Social Security or health insurer, I understand that the fees and costs of outside counsel or experts must be paid by me in addition to the fees noted above. I authorize hiring separate attorneys/experts/case workers to resolve any healthcare provider's reimbursement claims or liens for past and/or future injury-related medical care, Medicare set asides or special needs Trust. The expense of any such service shall be treated as a case expense and deducted from my net recovery and shall not be paid out of the law firm's contingent or retainer fee in this matter.

Client Initials S.M.

Outside Counsel

(MB, LTD may use other lawyers with my consent.)

I have no objection to, agree to, consent to, and hereby authorize MB, LTD to associate attorneys who are not members of the firm to handle my case if MB, LTD deems this necessary. However, if this happens, the total amount of attorney's fees which I have agreed to pay will not increase and the attorneys will divide the attorney's fees and will jointly assume responsibility for the case.

Settlement of My Claim

(What happens when my claim is settled?)

MB, LTD shall not settle my claim without my approval. I understand that, from the proceeds, if any, coming into the possession of MB, LTD by way of settlement or judgment, I authorize MB, LTD to first deduct attorney's fees, and then all court costs, litigation expenses, and financial assistance advanced that have not been reimbursed, as well as outstanding expenses and medical bills. A written accounting will be provided to me listing incurred fees, court costs, litigation expenses, and financial assistance, and all known outstanding expenses and known outstanding medical bills.

Withdrawal by Either Attorney or Client(s)

(What happens if I change lawyers?)

I understand that MB, LTD can withdraw from the case as allowed by the Mississippi Rules of Professional Conduct. In the event that I dismiss MB, LTD, or MB, LTD withdraws, I hereby give MB, LTD a lien on my future recovery, if any, to secure payment of MB, LTD's costs and attorney's fees incurred up until then. In the event that a settlement offer was obtained prior to withdrawal, MB, LTD's attorney fee shall be the agreed percentage of the last settlement offer obtained by MB, LTD prior to dismissal or withdrawal.

Arbitration of Attorney/Client Disputes

(What happens when I am dissatisfied?)

In the event of a dispute between me and MB, LTD and/or any of its employees regarding the interpretation of the terms herein, including but not limited to the management of my case, or any aspect of the attorney-client relationship, including claims of malpractice and fee disputes, I and MB, LTD agree that any such dispute shall be resolved by binding arbitration pursuant to Mississippi law. (Others whose interests are involved may join as a party in the arbitration so that the entire matter may be resolved at one time.) The parties agree by signing this contract to submit all such disputes to arbitration and any such award made will be as final as a court judgment, without the right to appeal. However, I always have the right to make a disciplinary complaint to the appropriate authorities.

Please be advised that by my agreement to arbitrate any and all future claims and/or disputes against MB, LTD, I waive my right to a jury trial and right to broad discovery under state or federal law on those matters subject to arbitration. In addition, arbitration may involve substantial up-front costs compared to litigation. Further, I have been advised that I have a right to independent representation to advise me before I sign this agreement. In the event of a dispute, I must file a demand for arbitration with Mediation Arbitration Professional Systems, Inc. ("MAPS"), which arbitration shall be conducted according to the Rules of Mediation Arbitration Professional Systems, Inc. and by a single arbitrator.

File Retention

I acknowledge and agree that 5 years after my case is concluded and/or closed, my files will be destroyed.

Other Persons who May Have an Interest in My Case

I hereby bind my heirs, executors, and legal representatives by this agreement. If I have filed or do file a bankruptcy petition, I will immediately notify MB, LTD of this action. I agree to waive my Attorney/Client and/or Doctor/Patient privileges to the extent that my attorneys believe that it is necessary to disclose information about me or that I have given to them to other persons in order to prosecute my case, arrange for medical treatment for me, settle my case, or as allowed by law or regulation.

I Have Read This Contract

I authorize Morris Bart, LTD to handle my claim for the loss. I acknowledge that I have read and understand this Agreement. I agree to the terms of this contract and further agree that it constitutes the entire agreement between us. The provisions of this contract are severable. If one part is determined to be invalid, the rest of the contract remains in effect. This contract shall be interpreted according to the laws of the State of Mississippi. There are no other agreements, oral or written.

CLIENT NAME (PRINT): Shaquana McCoveryDATE OF ACCIDENT: 05/16/2023

CLIENT(S) SIGNATURE

DATE: 05/17/2023

ON BEHALF OF MORRIS BART, LTD

DATE: 5-17-23